

CommuniKate™ Unlimited and CommuniKate™ Lite Service Plan Agreement

This agreement for CommuniKate Unlimited and CommuniKate Lite service between you and Webley Systems, Inc. sets your and our legal rights concerning service plan description, payments, credits, billing dates, refunds, limitations of liability, and other important topics. This Agreement is subject to the standard End User Terms and Conditions and incorporates by reference the CommuniKate Unlimited and CommuniKate Lite Customer Information Materials that describe the price plan, features and promotions you have selected (such as the price plan brochure), all of which are a part of this agreement. In the event of a conflict among the terms of this Service Plan, the standard End User Terms and Conditions and the Customer Information Materials, the terms of this Service Plan shall govern.

PLEASE READ THIS AGREEMENT, THE STANDARD END USER TERMS AND CONDITIONS AND ALL OTHER APPLICABLE TERMS SET FORTH IN THE COMMUNIKATE CUSTOMER INFORMATION MATERIALS. IF YOU DISAGREE WITH OUR TERMS AND CONDITIONS, YOU DON'T HAVE TO ACCEPT THIS AGREEMENT. IF YOU'RE A NEW CUSTOMER, THIS AGREEMENT STARTS WHEN YOU ACCEPTED THE STANDARD END USER TERMS AND CONDITIONS, OR WHEN YOU APPLIED TO ACTIVATE SERVICE, OR WHEN YOU SIGN THIS AGREEMENT, WHICHEVER APPLIES. IF YOU DON'T WANT TO ACCEPT AND BE BOUND BY THIS AGREEMENT, DON'T DO ANY OF THOSE THINGS. INSTEAD, CONTACT CUSTOMER SERVICE AT 1.800.760.5176 AND REQUEST CANCELLATION OF YOUR SERVICE WITHIN 72 HOURS AND PRIOR TO INCURRING ANY USAGE ON YOUR ACCOUNT. IF YOU'RE AN EXISTING CUSTOMER UNDER A PRIOR FORM OF AGREEMENT, YOUR ACCEPTING THIS AGREEMENT IS ONE OF THE CONDITIONS FOR OUR GRANTING YOU ANY OF THE FOLLOWING CHANGES IN SERVICE YOU MAY REQUEST: A NEW SERVICE PLAN, A NEW PRICE PLAN, A NEW PROMOTION, ADDITIONAL FEATURES OR BENEFITS, ADDITIONAL LINES OF SERVICE, OR ANY OTHER CHANGE WE MAY DESIGNATE WHEN YOU REQUEST IT (SUCH AS A WAIVER OF CHARGES YOU OWE OR ACCEPTANCE OF A LATE PAYMENT). IF WE GRANT YOUR REQUEST AND YOU SIGN THIS AGREEMENT OR ACCEPT THE RESULTING BENEFITS BY CONTINUING TO USE YOUR SERVICE AFTER WE MAKE THE CHANGE, THIS AGREEMENT REPLACES YOUR PRIOR AGREEMENT. YOU CAN GO BACK TO YOUR OLD SERVICE UNDER YOUR PRIOR AGREEMENT AND PRICE PLAN BY CONTACTING US ANY TIME BEFORE PAYING YOUR FIRST BILL AFTER WE MAKE THE CHANGE YOU REQUESTED. OTHERWISE, IF YOU PAY YOUR BILL, YOU'RE CONFIRMING YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DON'T WANT TO ACCEPT THIS AGREEMENT, THEN DON'T MAKE SUCH A CHANGE AND WE'LL CONTINUE TO HONOR YOUR OLD FORM OF AGREEMENT UNLESS OR UNTIL YOU MAKE SUCH A CHANGE.

Your Price Plan. You've chosen the CommuniKate Unlimited or CommuniKate Lite service plan. **ANY ELEMENTS OF YOUR PRICE PLAN, FEATURE AND PROMOTION DESCRIPTIONS** (Customer Information Materials) **IN SEPARATE DOCUMENTS ARE PART OF THIS AGREEMENT.**

	Kate Unlimited	KateLite
Monthly Service Charge	\$36.95	\$26.95
Annual Service Charge	\$419.40	\$299.40
2-Year Service Charge	\$719.95	\$539.95
Per Minute Charge		
Number of minutes per billing cycle at no charge ("Included Minutes")	Unlimited	120
Per Minute Charge per billing cycle greater than Included Minutes	7 cents per minute	7 cents per minute
Minutes of calls, faxes and conferences from Kate to another number ("Outbound Minutes")	7 cents per minute	7 cents per minute
Signup Fee (Phone)	\$10	\$10

Included Minutes are comprised of the following type of call activity: calls made to your toll free number for any purpose, including, without limitation, calls that require you to enter your security code, calls by other persons to talk to you, leave you a voice message or send you a fax. See the CommuniKate User Manual for a more complete description of the many features represented by Included Minutes.

When you are connected by Kate to another person, one party is using Inbound Minutes calling into Kate and one party is using Outbound Minutes being called by Kate.

You are not charged for any access to your services via your Kate web page. You may listen to your voice messages and view your faxes from your web page at no additional charge. You may also automatically forward your voice messages and faxes to another email address as email attachments at no additional charge. You will be charged an outbound call rate for the calls made from your user site using the Online Callback feature. You will also receive a free CommuniKate email address.

- **Your CommuniKate Unlimited and CommuniKate Lite Toll Free Phone Number.** We'll assign you a telephone number. You don't have any property right in your telephone number or any PIN. Telephone numbers may be changed or reassigned. PIN numbers may be changed, reassigned, or eliminated. Please note that your telephone number may show up when you call someone who uses caller identification unless you initiate per-call, or per-line call blocking (where available). Even with per-call or per-line blocking your telephone number and location may be transmitted to public safety officials if you dial certain numbers.
- **Your Rights To Change Or End This Service Plan Agreement.** This agreement automatically renews at the beginning of each billing cycle until cancelled by either party. If you have signed up for an annual or a 2-year CommuniKate service, your term will renew for the same period of time on your anniversary date (the date one year from the start of your service or 2-year from the start of your service). When you're a month-to-month customer, you can end this agreement at any time just by giving us notice, and we can do the same. From time to time we may send you written notice of changes to prices or other terms of this agreement. If any of those changes adversely affect your rates, rights, or service in a material way, you can end this agreement during an initial term, without any early termination fee, just by giving us written notice any time before 30 days after the end of the billing period in which the changes go into effect. From time to time we may let you change your price plan, or your service in another way. If we do, you're subject to the requirements we set for that change (which may include a new initial term). **IF YOU ARE NOT A MONTH-TO-MONTH CUSTOMER, YOU MAY BE CHARGED WITH AN EARLY TERMINATION FEE OF SIX MONTHS TIMES THE NON-DISCOUNTED MONTHLY SUBSCRIPTION FEE FOR ANNUAL SERVICE OR \$XXX FOR A 2-YEAR PLAN IF YOU END YOUR SERVICE FOR ANY REASON (EXCEPT AS EXPLICITLY PERMITTED BY THIS AGREEMENT) BEFORE THE END OF AN INITIAL TERM.**
- **What You Pay.** We bill your monthly service charge in advance and certain enhanced feature and/or usage charges in arrears. We bill usage charges after calls are made. Your credit card or debit card on file will be charged whenever \$25 in usage has accumulated, regardless of your billing date. If usage charges are less than \$25, your card will not be charged until your billing date. You're required to pay us for all charges billed to your CommuniKate telephone number.
- **Different Kinds Of Charges.** You're required to pay monthly access charges and usage charges for calls made and received. You may also have to pay a one-time service establishment fee. (There may be additional fees if you request a change in service or your price plan and we agree.) Usage charges vary depending on the type of call, unless your price plan provides otherwise. For any call, there may also be applicable taxes, surcharges, assessments, government fees, and charges that result, directly or indirectly, from government requirements such as universal service or local number portability, and charges for any special or enhanced services you use. If any sales or use tax is imposed upon your service, you will be required to pay the applicable sales or use tax even if you were not billed by us for the sales or use tax as it became payable.
- **Promotions.** All promotions are subject to the specific terms and conditions associated with that promotion as defined within your signup site at <https://signup.tifkate.com>
- **Usage Charges Are Cumulative.** For any single call there may be charges for any or all of the following: (a) received calls; (b) outbound calls; (c) session time accumulated while in your CommuniKate mailbox; (d) taxes; (e) surcharges, assessments, government fees; and (f) enhanced or special services (such as find me/follow me, call blast, call screening, or conferencing). Please see your Customer Information Material.
- **How We Calculate Your Bill.** We charge you the rates in effect under your price plan at the time charges are incurred, plus any other usage charges that apply. We calculate charges based on when the call connects to your CommuniKate number. Please note that we bill time in six-second increments. Chargeable time starts as soon as the CommuniKate voice is heard after dialing the CommuniKate toll free number. Chargeable time ends after you have disconnected the call, or after the call otherwise disconnects. Calls to ten-digit emergency service numbers, "800", "888" and similar numbers are billable. The time zone used for billing is the time zone that you are in when the call connects. Calls to Directory Assistance (NPA) 555-1212 incur a \$ 1.75 per call surcharge. Calls from any payphone within Continental US, Alaska, and Hawaii to your CommuniKate™ Unified Communications account

will be subject to a \$ 0.75 per call surcharge. If you have a monthly Included Minute allowance, you will not be allowed to carry over any unused portion from one month to another.

- **International Calling.** International calling is not enabled. Calls billed at \$0.07 per minute included only the 48 Domestic United States. Calls to Alaska, Hawaii, Canada, and U.S. Territories including the Caribbean are subject to a surcharge as defined within your user site at <https://login.katewwdb.com>. **If international calls (other than Canada) are included in the Service they will be charged at Webley's applicable international rate.**
- **Payments, Deposits, and Credit Cards.** Payment is due by credit card as stated on your electronic invoice. Paper invoices are not generated and checks are not accepted for payment. Your monthly billing statement will include usage from the prior 30 days and the next month of service. **IF AFTER 2 ATTEMPTS WE ARE UNABLE TO AUTHORIZE YOUR CREDIT CARD FOR THE AMOUNT DUE, WE WILL TEMPORARILY SUSPEND YOUR SERVICE. IF YOU DO NOT PAY THE AMOUNT DUE WITHIN 14 DAYS YOUR ACCOUNT WILL BE PERMANENTLY DISCONNECTED. A LATE PAYMENT FEE OF UP TO 1.5 PERCENT PER MONTH (AN 18 PERCENT ANNUAL RATE) WILL BE IMPOSED ON ANY BALANCES WHICH REMAIN UNPAID, DEPENDING ON THE LAW THAT APPLIES TO THIS AGREEMENT.** Additional non-payment/late fees may apply. We may require an advance deposit (or an increase in an existing deposit) from you from time to time. We can apply deposits, payments, or pre-payments you make in any order to the amounts you owe. You can't use your deposit to pay any bill unless we agree. If you sign a credit card billing authorization and give us a credit card number that we accept for payment of your monthly bills, you're authorizing us to charge the amounts you owe us, then or later, to that number and to demand immediate payment from the card issuer. You're also agreeing you'll pay, under the terms of your agreement with the card's issuer, the amounts charged to your credit card.
- **Emergency Services.** The CommuniKate™ service does NOT support 911 or any other form of access to emergency services that is not a ten-digit telephone number.
- **Disputes.** Please refer to your End User Terms and Conditions at <https://login.katewwdb.com>.
- **Our Rights To Restrict Or End Service Or This Agreement.** To maintain or improve the CommuniKate service plan, to prevent fraud, or for other business reasons, we can restrict or modify your service without notice. **WE CAN RESTRICT OR END YOUR SERVICE OR THIS AGREEMENT WITHOUT NOTICE** if you: (a) pay late more than once in any 12 months; (b) incur charges larger than any required deposit (even if we haven't yet billed them); (c) exceed any credit limit; (d) make a false statement to us; (e) interfere with our customer service or other business operations; (f) become insolvent or go bankrupt; or (g) breach any part of this Agreement. **WE CAN RESTRICT OR END YOUR SERVICE OR THIS AGREEMENT WITHOUT NOTICE** if: (h) we can't verify your credit information; (i) we believe your service is being misused, resold or used by anyone for unlawful activity; (j) we believe your wireless equipment or telephone number has been stolen or tampered with; or (k) the use of your service adversely affects service to other customers.